

0100625029


 RECORDATION NO. 11001-H FILED 1425

MAY 15 1995 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

May 10, 1995

Ms. Mildred Lee  
 Interstate Commerce Commission  
 Room 2303  
 12th Street & Constitution Avenue, N.W.  
 Washington, DC 20423

RE: Trust Termination, Lease Termination and Bill of Sale  
 GATX Contract: Anchor Glass #2745

RECEIVED  
 OFFICE OF THE  
 SECRETARY  
 MAY 15 11 20 AM '95  
 LICENSING BRANCH

Dear Ms. Lee:

Enclosed please find three executed originals of the Trust Termination, Lease Termination and Bill of Sale document associated with a transaction for which documents were originally filed with the Interstate Commerce Commission on November 5, 1979, with Recordation No. 11001.

Please file the enclosed document appropriately and return to me two originals with evidence of filing. Attached is the fee, our Check No. 1126 in the amount of \$21.00.

Should you have any questions, my direct telephone line is 415/955-3355. Thank you.

Sincerely,

Virginia Ferrero  
 Contract Administrator

Encs.



Interstate Commerce Commission  
Washington, D.C. 20423-0001

5/15/95

Office Of The Secretary

Virginia Ferrero  
Contract Administrator  
GATX Capital  
Four Embarcadeto Center, Ste. 2200  
San Francisco, CA. 94111

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/15/95 at 11:25AM and assigned recordation number(s). 11001-H.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100625029)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

1100-H

## TRUST TERMINATION, LEASE TERMINATION AND BILL OF SALE

This TRUST TERMINATION, LEASE TERMINATION AND BILL OF SALE dated as of February 15, 1995 ("Agreement") between First Security Bank of Utah, N.A., not in its individual capacity but solely as owner trustee ("Owner Trustee"), and GATX Third Aircraft Corporation, as trustor ("Trustor").

### Recitals

Owner Trustee and Dial Leasing Corporation, as original trustor ("Original Trustor"), entered into a Master Trust Agreement dated as of June 13, 1979. Pursuant to Section 1.02 thereof, Trustor delivered to Owner Trustee an Authorization and Direction with respect to the creation of a trust ("Trust") under the Master Trust Agreement for the purpose of acquiring certain rail equipment ("Equipment") and leasing the Equipment to Glass Containers Corporation ("Original Lessee") pursuant to the Equipment Lease dated as of June 18, 1979 between Original Trustor and Original Lessee, ("Lease"). The Lease was recorded with the ICC on November 5, 1979 and assigned ICC recordation number 11001. The Equipment is described on the attached Schedule A.

Anchor Glass Container Corporation, as successor to Original Lessee, became lessee ("Lessee") under the Lease.

GATX Leasing Corporation purchased 100% of the beneficial interest of Norwest Financial Leasing, Inc. (successor to Original Trustor) in the Trust and Master Trust Agreement. The name of GATX Leasing Corporation was changed to GATX Capital Corporation which, in turn, transferred its interest in the Trust and Master Trust Agreement to GATX Third Aircraft Corporation, its wholly owned subsidiary, which became Trustor under the Trust and Master Trust Agreement.

The Lease expired on January 1, 1995. Trustor and Trustee now desire to execute this Agreement to evidence for the public record 1) the satisfaction and release of the rights and obligations of Owner Trustee under the Master Trust Agreement relative to the Trust and other related documents, 2) to provide a formal lease termination document for filing with the Interstate Commerce Commission ("ICC"), and 3) to evidence the transfer of the title to the Related Trust Estate (as defined in the Master Trust Agreement) subject thereto to Trustor.

NOW, THEREFORE, in consideration of the premises, Owner Trustee and Trustor agree as follows:

1. Termination of Trust. Pursuant to Article IX, Section 9.02 of the Master Trust Agreement, Owner Trustee is hereby notified that the Trust ceased and terminated on January 1, 1995. As of such date the Trust created and provided for by the Master Trust Agreement ceased and terminated and Owner Trustee became discharged and free of any further liability under the Trust, the Master Trust Agreement with

respect to the Trust, the Related Trust Estate and related documents. Owner Trustee agrees that the Trust is terminated. Trustor, as sole beneficiary under the Trust, hereby instructs Owner Trustee to enter into this Agreement and agrees to indemnify Owner Trustee against any liability, cost or expense (including counsel fees) which may be incurred in connection with Owner Trustee's execution of this Agreement.

2. Termination of Lease. The Lease (Recordation No. 11001) is hereby formally terminated.

3. Transfer of Title. In accordance with the provisions of the Master Trust Agreement, Owner Trustee, not individually, but solely as Owner Trustee, does hereby transfer to Trustor and Trustor's successors and assigns forever, all of its right, title and interest in and to the Related Trust Estate.

THE RELATED TRUST ESTATE AND EQUIPMENT CONTAINED THEREIN IS SOLD "AS IS" AND "WHERE IS" AND TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN THE PRECEDING PARAGRAPH.


3. Miscellaneous. This Agreement will be filed and recorded with the ICC pursuant to the provisions of 49 U.S.C. Section 11303. The Agreement shall be governed by the laws of the state of Utah.

IN WITNESS WHEREOF, Owner Trustee and Trustor have executed this Agreement as of the date first above written.


FIRST SECURITY BANK OF UTAH, N.A.

GATX THIRD AIRCRAFT  
CORPORATION

By: \_\_\_\_\_



By: \_\_\_\_\_



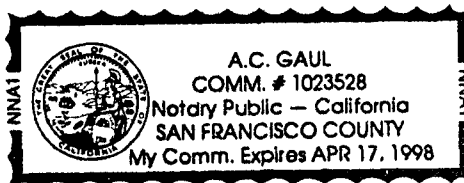
Its: \_\_\_\_\_

Trust Administrator

Its: \_\_\_\_\_

Vice President

State of California )  
County of San Francisco )



On April 19, 1995 before me, A.C. Gaul, Notary Public, personally appeared Thomas C Nord, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

A.C. Gaul  
Notary Public

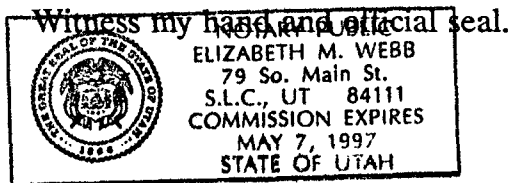
Capacity Claimed by Signer:

☐ Individual      Corporate Officer \_\_\_\_\_ Partner      Limited  
☐ Attorney-in-fact      Trustee      Title(s)      General  
☐ Other \_\_\_\_\_

Signer is Representing \_\_\_\_\_

State of Utah )  
County of Salt Lake )

On April 28, 1995 before me, Elizabeth M. Webb, Notary Public, personally appeared Janeen Negea, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Elizabeth M. Webb  
Notary Public

Capacity Claimed by Signer:

☐ Individual      Corporate Officer \_\_\_\_\_ Partner      Limited  
☐ Attorney-in-fact      Trustee      Title(s)      General  
☐ Other \_\_\_\_\_

Signer is Representing \_\_\_\_\_